



RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY APPROVING DEVELOPER FOR PARCEL 3 IN THE CASTLE SQUARE SECTION OF THE SOUTH END FROJECT AREA

WHEREAS, the Authority on February 7, approved City Redevelopment Corporation as the developer of Parcel 1 in the Castle Square Section of the South End Project Area for the construction of middle-income housing under Section 221(d)(3) of the National Housing Act as amended; and

WHEREAS, City Redevelopment Corporation has expressed its desire also to develop Parcel 3 in the Castle Square Area for industrial and commercial uses at the same time that said middle-income housing is being constructed; and

WHEREAS, there has been presented to this meeting of the Authority a Land Disposition Agreement for said Parcel 3, which Agreement is consistent with other Land Disposition Agreements currently in use by the Authority; and

WHEREAS, the proposed purchase price for said parcel of \$1.10 per square foot is based upon two independent appraisals of the value of said parcel for use in accordance with the Land Use Provisions, Planning Objectives and Other Requirements for the Development of Castle Square attached to said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

- 1. That disposal of Parcel 3 by negotiation is the appropriate method of making the land available for redevelopment.
- 2. That the said Land Disposition Agreement for the disposition of Parcel 3 to City Redevelopment Corporation is hereby approved, and the Development Administrator is hereby authorized to execute said Agreement on behalf of the Authority substantially in the form presented to this meeting, subject to HHFA concurrence, approval by the Authority of a Site Plan for the first stage of construction, and prior public disclosure as required by Title I of the Housing Act of 1949 as amended.
- 3. That the proposed price of \$1.10 per square foot is hereby approved and determined to be not less than the fair value of the Parcel for use in accordance with the Land Use Provisions Planning Objectives and Other Requirements for the Development of Castle Square attached to said Agreement.

4. That City Redevelopment Corporation possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with said Land Use Provisions, Planning Objectives and Other Requirements for the Development of Castle Square.



LAND DISPOSITION AGREEMENT

PARCEL 3

CASTLE SQUARE AREA

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

CITY REDEVELOPMENT CORPORATION

PROJECT NO. MASS. R- 56L



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LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into the day of , 1964, by and between BOSTON REDEVELOPMENT AUTHORITY, and CITY REDEVELOPMENT CORPORATION.

WITNESSETH THAT the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- (a) "City" shall mean the City of Boston, Massachusetts.
- (b) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121, Section 2600, of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party of this Agreement or by operation of law or otherwise.
- (c) "Redeveloper" shall mean City Redevelopment Corporation, a corporation organized and existing pursuant to the laws of the Commonwealth of Massachusetts, having a place of business in Boston, Massachusetts, and shall include any successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise, but shall not mean mortgagees or holders of bui ding loan agreements.
- (d) "The Property" refers to Parcel 3 of the Castle Square Section of the South End Urban Renewal Project Area, and shall mean square feet of land shown on the plan attached hereto as Exhibit A, together with the fee to the center line of all abutting streets, proposed or existing.

- (e) "Plan" shall mean the South End Urban Renewal Plan duly adopted in accordance with Chapter 121 of the General Laws, as amended, and as said Plan may be amended in accordance with the provisions thereof. The "term of the Plan" shall mean a period of 40 years commencing upon the approval of the Plan by the City Council. For the purposes of this Agreement "Plan", until official adoption of the South End Urban Renewal Plan, shall mean the Land Use Provisions, Planning Objectives, & other Requirements set forth in Exhibit D attached hereto and made a part hereof.
- (f) "Site Plan" shall mean the drawings, sketches and plans, showing the general plan, elevations, dimensions, and character of the improvements to be erected on Parcel 3A by the Redeveloper, including the type, amount, distribution and areas of the various uses on said Parcel, which Site Plan, dated

 1964, was submitted to and approved by the Authority on
 1964, and is on file at the office of the Authority.
- (g) "Architect" shall mean the firm of Samuel Glaser & Associates, Boston, Mass., acting pursuant to a contract for architectural services with respect to the improvements to be erected on The Property, a copy of which contract has been deposited with the Authority, which firm or contract shall not be changed without the prior written consent of the Authority in each instance.
- (h) "Parcel" shall mean a portion of the Property upon which a separate building or other improvement is constructed or to be constructed.
- (i) "Parcel 3A" shall mean that parcel of land shown as Parcel 3A on the plan attached hereto as Exhibit A.
- (j) "HHFA" shall mean the Administrator of the Housing and Home Finance Agency of the U.S., or any officer duly authorized to act in his behalf.
- (k) "Final Plans and Specifications" shall mean the final architectural drawings and specifications for the improvements to be constructed on each Parcel.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase, he Property.

Section 202: Condition of Land to be Conveyed

- (a) The Authority agrees that, at the time of sale and conveyance and delivery of possession of The Property, it shall be free and clear of all buildings, utilities structures and improvements except street, sidewalks, and walls and foundations more than 24 inches below the surface, and except for an existing sewer line in the northeasterly section of The Property. All cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner. The excavation fill shall not contain tanks nor containers. All concrete slabs within 24 inches of the surface shall be broken and The Property shall be uniformly graded and left free of mounds and depressions. All non-indigenous material shall be removed from The Property except that that streets, sidewalks and walls and foundations more than 24 inches below the surface and brick bats. and individual pieces of concrete not exceeding 300 pounds in maximum weight, may remain, provided they are so incorporated within the soil as to present a smooth surface. The finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist. All expenses (including current taxes, if any) relating to buildings or structures demolished or to be demolished shall be borne by, and any income or salvage received from such buildings or structures shall belong to, the Authority.
- (b) The Authority agrees that it shall, without expense to the Redeveloper or public assessment against The Property, provide or cause to be provided the street improvements and the public utility adjustments called for in the Plan, in such manner as to reasonably integrate the completion of such street improvements and public utility adjustments with the completion of improvements to be built on The Property by the Redeveloper and in a timely manner so as not to impede the construction or se of the improvements on The Property.

Section 203: Deposit

The Authority hereby acknowledges the receipt of a deposit as security for the performance by the Redeveloper of its obligations hereunder, as hereinafter provided. The sum deposited, which shall be segregated from all other funds of the Authority, shall constitute a deposit made by the Redeveloper for the performance of its obligations hereunder. Any interest on the deposit shall be the property of the Redeveloper and shall be paid to it as and when received, provided, however, that nothing herein contained shall require the Authority to earn any interest on the deposit.

Section 204: Purchase Price and Payment Thereof

- (a) The purchase price for The Property is per square foot, subject to HHFA concurrence.
- (b) The payment shall be in cash or certified check drawn to the order of the Authority.

Section 205: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of The Property and the purchase of the same by the Redeveloper, shall take place on , 1964, at a closing to be held at the office of the Authority or such other place as the Authority may designate; provided, however, that the sale and conveyance and delivery of possession of The Property to the Redeveloper may take place at an earlier or later date upon agreement of the parties hereto and provided that final working drawings for Parcel 3A have been approved by the Authority in accordance with Section 302 hereof in such form as to permit the construction to proceed.

Section 206: Title and Instrument of Conveyance

(a) The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to The Property, free and clear of all liens and encumbrances, but subject to all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof and subject to an easement for public utilities in the right-of-way of existing Compton Street.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to The Property from the Authority to the Redeveloper, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, except as provided in Section 211 hereof.

- (b) Said deed shall be accompanied by a parcel plan, prepared by the Authority, in form satisfactory to the land court division of the Suffolk Registry of Deeds.
- (c) The Authority shall promptly furnish the Redeveloper for examination and return to the Authority such abstracts of title as it shall have obtained during the course of its acquisition of the Property and have retained, together with certified copies of all eminent domain taking proceedings with regard to said Property. The Authority shall not be required to bring any such abstracts of title up to any later date than that shown on the abstractor's certificate accompanying the same.

Section 207: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the cost of any State and Federal documentary tax stamps which may be required and the cost of recording the deed. This Agreement may be recorded by either party at the recording party's expense.

Section 208: Adjustments

With respect to any tax period during which the Authority and the Redeveloper both had title to and possession of The Property, taxes allocable to The Property for such period shall be prorated between the Authority and the Redeveloper in proportion to the respective periods of ownership of title and possession by (1) the Authority and its predecessors in title on the one hand, (2) the Redeveloper on the other hand; provided, in no event shall the Redeveloper be liable for any taxes levied on any improvements located on The Property on any assessment date prior to the Property.

In the event The Property is exempt from taxation on the assessment date next preceding the transfer of title and possession by virtue of title being vested in the Authority or other tax exempt entity, the Redeveloper shall pay to the Authority, in lieu of a tax adjustment, a pro rata amount of the taxes which would

have been payable to the City of Boston if The Property had not then been exempt from taxation, for that portion of the tax year during which the Redeveloper has title and possession, such amount to be paid by the Authority to the City upon receipt from the Redeveloper; provided, in no event shall the Redeveloper be liable for any taxes or payment in lieu of taxes for any improvements located on The Property on any assessment date prior to the transfer to the Redeveloper of title to and possession of The Property.

Any payment owed by the Redeveloper under this Section shall be due and payable to the Authority at the time of closing set forth in Section 205 hereof.

Section 209: Application of Redeveloper's Deposit

- (a) Upon the completion of improvements on Parcel 3A in accordance with Section 304 hereof, the deposit made by the Redeveloper with the Authority shall be reduced in proportion to the proportion of the land area of The Property included in Parcel 3A.
- (b) As additional improvements on The Property are completed in accordance with Section 304 hereof, the deposit held by the Authority shall be similarly proportionately reduced, provided however that until completion of all the improvements on The Property in accordance with Section 304 hereof, 50% of the deposit shall be retained by the Authority.

Section 210: Conditions Precedent to Conveyance

The Authority shall not be obligated to make conveyance of The Property unless and until the following events have all occurred:

- (a) Final plans and specifications for Parcel 3A have been submitted by the Redeveloper and approved by the Authority as provided in Section 302 hereof:
- (b) The Redeveloper and a responsible contracting firm have entered into a contract, satisfactory in form to the Authority, for the construction of the improvements on such Parcel, and the Redeveloper has deposited a copy of this contract with the Authority, which firm shall not be changed without the prior written consent of the Authority.

- (c) The Redeveloper has furnished the Authority with a faithful performance surety bond satisfactory in form to the Authority with the construction contractor as principal and the Redeveloper, the holder of any mortgage referred to in Section 402 hereof, and the Authority as beneficiaries, as their respective interests may appear. The penal amount of this bond shall not be less than 10 per cent of the amount of the aforesaid construction contract.
- (d) The Redeveloper has furnished evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing adequate for the construction of the improvements in accordance with said approved final plans and specifications and the construction contract.
- (e) The Redeveloper, or a subsidiary corporation, has taken title to Parcel 1 in the Castle Square Section of the South End Urban Renewal Area.

Section 211: Default by Authority

In the event that the Authority shall be unable to give title on to make conveyance or to deliver possession of The Property as provided for herein, (except in the eventuality referred to in Section 212 hereof) (1) the Authority shall promptly return to the Redeveloper the deposit held by it pursuant to Section 203 hereof; (2) all other obligations of the parties hereunder shall cease; and (3) this Agreement shall be void and without recourse to the parties hereto, except that upon request of the Redeveloper, or upon its own election the Authority shall use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, in which event the time for performance by the Authority shall be extended for a period of ninety (90) days, or such longer period as the Authority and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to The Property (if then cleared) and to pay therefore without deduction, in which case the Authority shall convey such title to the Redeveloper. the event that at the expiration of the extended time the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided, then, (1) the Authority shall promptly return to the Redeveloper the deposit held by it pursuant to Section 203 hereof; (2) all other obligations of the parties hereto shall cease; and (3) this Agreement shall be void and withcut recourse to the parties hereto. The acceptance of a deed by

the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation herein contained with respect to The Property, except such as are, by the express terms hereof, to be performed after the delivery of the deed.

Section 212: Adoption of Urban Renewal Plan

- (a) The Redeveloper agrees with the Land Use Provisions, Planning Objectives, and Other Requirements for The Property set forth in Exhibit D attached hereto and made a part hereof.
- (b) It is the intention of the Authority to take such steps as may be necessary to have an Urban Renewal Plan for the South End Urban Renewal Area (including the Land Use Provisions, Planning Objectives, and Other Requirements set forth in Exhibit D hereof) approved by appropriate local public bodies and adopted in accordance with applicable law. However, in the event that prior to transfer of title to The Property, an Urban Renewal Plan is so adopted which contains substantive changes which affect The Property, the Redeveloper, within ten (10) days after receipt of such Plan or notice of such changes by the Authority may request that this Agreement be terminated. Promptly upon receipt of such a request, (1) the Authority shall return to the Redeveloper the deposit referred to in Section 203 hereof; (2) all other obligations of the parties hereunder shall cease; and (3) this Agreement shall be void and without recourse to the parties hereto.

In the event that, subsequent to transfer of title to The Property, an Urban Renewal Plan for the South End Area has been duly adopted in accordance with Chapter 121 of the General Laws, and with no substantive changes affecting The Property (except such as may be acceptable to the Redeveloper) the Redeveloper agrees that the said Urban Renewal Plan shall supersede said Exhibit D (and any deed conveying title pursuant to this Section shall so provide).

ARTICLE III

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Redevelopment Pursuant to Plan

- (a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:
 - (1) to devote The Property to the uses specified in the Plan.
 - (2) not to use or devote The Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;
 - (3) to give preference in the leasing of space in the buildings to be constructed on The Property to former commercial occupants of the Castle Square Area, to the maximum extent practicable;
 - (4) not to effect or execute any covenant, agreement, lease, conveyance or other instrument whereby The Property or any improvement thereon is restricted, upon the basis of race, religion, creed, color, or national origin or ancestry in the sale, lease or occupancy thereof;
 - (5) not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of The Property, or any improvements erected or to be erected thereon, or any part thereof;
 - (6) to comply with all State and local laws, in effect from time to time, forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy thereof.

- (b) The covenants in subsection (a) of this Section shall be covenants running with the land, and covenants to the same effect shall be contained in any instruments from the Authority to the Redeveloper or to its successors or assigns and in any instruments from the Redeveloper, its successors and assigns, conveying The Property or any part thereof or interest therein and shall be expressed therein to be covenants running with the land.
- The covenants in subdivisions (1), (2), and (3) of subsection (a) of this Section, and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection 9b) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenants in subdivisions (4), (5), and (6) and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b), and all rights and obligations under any of said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed from the Authority to the Redeveloper; provided, however, that the provisions of this subsection shall not abate, or be a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

Section 302: Improvements and Submissions of Plans

- (a) The Property shall be used for the construction of industrial and commercial buildings, plus related parking and loading facilities in accordance with the Plan.
- (b) Parcel 3A shall be used for construction of a building to contain approximately square feet.
- (c) No later than twenty (20) days prior to the date scheduled for the conveyance of Parcel 3A, the Redeveloper shall submit to the Authority, for review and approval by the Authority, evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the proposed improvements on Parcel 2A.

(d) Within four months after execution of this Agreement, the Redeveloper shall submit to the Authority preliminary plans and outline specifications prepared by the Architect, for all of the improvements to be constructed on Parcel 3A, in accordance with the Site Plan, the Plan, and this Agreement, including such elevations and perspectives as may be necessary to show the architectural character of the improvements.

The Authority shall review such preliminary plans and outline specifications for conformity with the Site Plan, the Plan, and this Agreement, and shall promptly notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If no grounds of disapproval are delivered in writing to the Redeveloper within thirty (30) days after the submission of the preliminary plans and outline specifications, or any resubmission thereof as hereinafter provided, such plans and specifications shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within (30) days after the date the Redeveloper receives the written notice of such disapproval, resubmit the preliminary plans and outline specifications altered to meet the ground of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedures hereinabove provided for an original submission, until preliminary plans and outline specifications shall be approved by the Authority; provided however that the Redeveloper shall submit preliminary plans and outline specifications which meet the requirements of this subsection and the approval of the Authority within six (6) months after execution of this Agreement.

As promptly as possible after the preliminary plans and outline specifications are approved or deemed approved by the Authority, the Redeveloper shall submit to the Authority for review and approval by the Authority evidence satisfactory to the Authority and the Redeveloper will have the equity capital and commitments for mortgage financing necessary for the construction of the proposed improvements.

Within one hundred twenty (120) days after the preliminary plans and outline specifications are approved or deemed approved by the Authority the Redeveloper shall submit to the Authority final plans and specifications prepared by the Architect and in accordance with the previously approved preliminary plans and outline specifications, the Site Plan, the Plan, and this Agreement.

The Authority shall review the final plans and specifications for conformity with the preliminary plans and outline specifications, the Site Plan, the Plan, and this Agreement, and shall promptly notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If no grounds of disapproval are delivered in writing to the Redeveloper within ten (10) days after the submission of the final plans and specifications, or any resubmission thereof as hereinafter provided, such plans and specifications shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within ten (10) days after the date the Redeveloper receives the written notice of such disapproval, resubmit the final plans and specifications altered to meet the grounds of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedure hereinablove provided for an original submission, until final plans and specifications shall be approved by the Authority; provided, however, that the Redeveloper shall submit final plans and specifications which meet the requirements of this subsection and the approval of the Authority within five (5) months after approval of the preliminary plans and outline specifications.

As promptly as possible after the final plans and specifications are approved of deemed approved by the Authority and in any event no later than 20 days prior to the date set forth in Section 205 hereof, the Redeveloper shall submit to the Authority for review and approval by the Authority evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the improvements in accordance with said approved plans and specifications.

(e) Within 4 months after delivery of the deed to the Property the Redeveloper shall submit to the Authority preliminary plans and outline specifications prepared by the Architect, for all the improvements to be constructed on the second parcel, in accordance with the Plan and this Agreement, including such elevations and perspectives as may be necessary to show the architectural character of the improvements and their relationship to the improvements to be constructed on Parcel 3A.

The Authority shall review such preliminary plans and outline specifications for conformity with the Plan, and this Agreement, and shall promptly notify the Redeveloper of its approval or disapproval. If no grounds of disapproval are delivered in writing to the Redeveloper within thirty (30) days after the submission of the preliminary plans and outline specifications, or any resubmission thereof as hereinafter provided, such plans and specifications shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within thirty (30) days after the date the Redeveloper receives the written notice of such disapproval, resubmit the preliminary plans and outline specifications altered to meet the ground of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedures hereinabove provided for an original submission, until preliminary plans and outline specifications shall be approved by the Authority; provided however that the Redeveloper shall submit preliminary plans and outline specifications which meet the requirements of this subsection and the approval of the Authority within six (6) months after conveyance of the property.

As promptly as possible after the preliminary plans and outline specifications are approved or deemed approved by the Authority, the Redeveloper shall submit to the Authority for review and approval by the Authority evidence satisfactory to the Authority that the Redeveloper will have the equity capital and commitments for mortgage financing necessary for the construction of the proposed improvements.

Within one hundred twenty (120) days after the preliminary plans and outline specifications are approved or deemed approved by the Authority the Redeveloper shall submit to the Authority final plans and specifications prepared by the Architect and in accordance with the previously approved preliminary plans and outline specifications, the Plan, and this Agreement.

The Authority shall review the final plans and specifications for conformity with the preliminary plans and outline specifications, the Site Plan, the Plan, and this Agreement, and shall promptly notify the Redeveloper of its approval or disapproval. If no grounds of disapproval are delivered in writing to the Redeveloper within ten (10) days after the submission of the final plans and specifications, or any resubmission thereof as hereinafter provided, such plans and specifications shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within ten (10) days after the date the Redeveloper receives the written notice of such disapproval, resubmit the final plans and specifications altered to meet the grounds of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedure hereinabove provided for an original submission, until final plans and specifications shall be approved by the Authority; provided, however, that the Redeveloper shall submit final plans and specifications which meet the requirements of this subsection and the approval of the Authority within five (5) months after approval of the preliminary plans and outline specifications.

As promptly as possible after the final plans and specifications are approved or deemed approved by the Authority and in any event no later than 20 days prior to or 20 days prior to such earlier date as may be mutually agreed upon for sale and conveyance of any Parcel, the Redevelope shall submit to the Authority for review and approval by the Authority evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the improvements in accordance with said approved plans and specifications.

- (f) If The Property has been divided into more than two Parcels for the purpose of construction of the improvements, submission and approval requirements shall generally follow the procedure set forth in subsection (d) hereof; provided however that the Authority may in its discretion extend the time limits set forth therein.
- (g) The Redeveloper shall not apply for a building permit for the construction of the improvements to be erected on any Parcel without the prior certification of the Authority that the work to be done or completed is in accordance with the final plans and specifications approved by the Authority in accordance with the provisions of this Agreement. No work shall be done on the construction of the improvements to be erected on any Parcel if such work deviates from the approved final plans and specifications in any of the following respects:

 (a) if the external appearance of the building (including roof and penthouse) is affected in any way; (b) if there are significant changes in materials or design of the interiors; (c) if there are significant changes in materials, design, dimensions, or color in the public lobbies, entrances, or

arcades; except and only to the extent that modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the Authority. In the event that Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the improvements erected or being erected on The Property as so deviate from the approved final plans and specifications or any approved modifications thereof, as to bring them into conformance the rewith. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with construction of such portion of the improvements as are the sulject of such a directive until such directive is complied with. Any delays in completion of the improvements resulting from such modification or reconstruction shall not be a ground for the extension of the time limits of construction on The Property as provided for in Section 303 of this Agreement.

- (h) In submitting plans and specifications to the Authority for its approval, the Redeveloper shall consider and take into account the planning and design objectives set forth in the Plan, and the Authority shall pursue such objectives in its review of and action upon the plans and specifications so submitted.
- (i) Construction of the improvements hereunder shall be in conformity with all applicable State and local laws and regulations.
- (j) The redeveloper agrees to provide as part of the construction of improvements required pursuant to this Agreement, works of art satisfactory to the Authority or artistic treatment satisfactory to the Authority, and agrees to expend for such fine arts a sum not less than 1% of the total amount to be expended by the Redeveloper for such construction of improvements. Fine arts as used herein shall be deemed to include sculpture, bas-reliefs, mosaics, frescos, murals, prints, paintings or fountains which either contain sculpture or are designed to enhance adjacent accompanying sculpture.

Section 303: Time for Commencement and Completion of Construction

- (a) The Redeveloper shall begin the construction of the improvements on Parcel 3A in accordance with the approved final plans and specifications within thirty (30) days after delivery of the deed to and possession of the Property to the Redeveloper.
- (b) The Redeveloper shall diligently prosecute to completion the construction of the improvements on Parcel 3A and shall, in any event, complete such construction not later than twelve (12) months after the commencement thereof.
- (d) Subsequent to the execution of this Agreement and until the construction of the improvements has been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Authority, a report in writing to the Authority every three (3) months as to the actual progress of the Redeveloper with respect to such construction. After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City and of the United States of America.
- (e) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.
- (f) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on The Property shall be covenants running with the land. This subsection shall not, however, apply against a mortgagee permitted by this Agreement unless the mortgagee shall elect to complete as permitted in Section 403 (1), in which case the extension provisions of the third paragraph of Section 804 shall apply.

Section 304: When Improvements Completed

The building of improvements on each Parcel shall be deemed completed for the purposes of this Agreement when the improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy and shall incontestably be deemed completed upon the issuance by the Authority of a Certificate of Completion which shall be in recordable form and shall be conclusive evidence of the fact that the improvements have been completed.

If the Authority shall refuse or fail to issue such a Certificate in accordance with the provisions of this Section, the Authority shall within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written state ment, indicating in adequate detail in what respect the Redeveloper has failed to complete the improvements in accordance with the provisions of this Section, or is otherwise in default, and what measures or actions will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such a Certificate.

Section 305: Prompt Payment of Obligations

The Redeveloper shall make prompt payment of all money due and legally owing to all persons, firms and corporations with which the Redeveloper has directly contracted for the furnishing of services and materials in connection with the development, construction, furnishing, or reconstruction of any of the improvements required by this Agreement to be constructed upon The Property.

Section 306: Access to The Property by Authority, City and Federal Personnel

To the extent of its authority to do so, the Redeveloper, its successors and assigns, shall from time to time until the expiration of the term of the Plan, at all reasonable hours, give to the duly authorized representatives of the Authority, the City and the United States of America free and unobstructed access for inspection purposes to any and all of the improvement constructed on The Property by the Redeveloper, its successors and assigns, and to all open areas surrounding the same.

Section 307: Non-Discrimination in Employment

The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the improvements in accordance with the provisions of this Agreement:

- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treate during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice ship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- (b) The Redeveloper will, in all solicitations or adverticments for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority, advising the said labor union or workers' representative of the Redeveloper's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Redeveloper will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (e) The Redeveloper will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further contracts in accordance with procudures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.
- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the term "Redeveloper" and the term "Authority" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract, or purchase order.

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper

- (a) Prior to the completion of the construction of all the improvements on The Property in accordance with Section 304 of this Agreement, no party owning ten (10%) per cent or more of the stock of the Redeveloper (which term shall be deemed to include successors and assigns of such stock) shall make any transfer, or cause or suffer any transfer to be made, of any such stock or any interest therein without the written approval of the Authority; nor without such approval, shall there be any other similarly significant change in the ownership of such stock or in the relative distribution thereof or in the control of the Redeveloper or degree thereof, by any other method or means such as increased capitalization, merger, corporate or other amendments, the issuance of additional or new stock or otherwise, whether done by the Redeveloper or any owner of stock, except that transfer by reason of death of any party owning stock in the Redeveloper shall not be subject to this subsection. The Redeveloper shall keep the Authority furnished with an up-to-date list of stockholders setting forth the amount of stock held by each, with a representation that these are all the stockholders of the Redeveloper, and that the Redeveloper has the authority of all its stockholders to agree to this provision in their behalf.
- (b) The Redeveloper agrees that it will not, prior to the completion of the construction of the improvements on The Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in The Property or portion thereof or in this Agreement, other than a contract or agreement to be performed subsequent to such completion, except as provided in subsections (c) or (d) of this Section 401.
- (c) Notwithstanding the provisions of subsection (b) of this Section 401, the Redeveloper may assign or transfer the Redeveloper's interest in The Property or any portion thereof or in this Agreement prior to the completion of the construction of the improvements thereon upon compliance with the following:
- (1) The transferee or transferees shall have been approved as such, in writing, by the Authority.

- (2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed, for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper to begin and complete the building of the improvements and all obligations of the Redeveloper provided for in this Agreement including the obligations of performance in accordance with the Plan, provided, that the fact that any transferee of, or any other successor in interest whatsoever to, The Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to The Property or the construction of the improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership shall operate, legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to The Property and the construction of the improvements that the Authority would have, had there been no such transfer or change. Therefore, in the absence of a specific written agreement by the Authority to the contrary, no such transfer or approval thereof by the Authority shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the improvements, from any of its obligations with respect thereto.
- (3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the cost to the Redeveloper of the interest transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.
- (4) There has been submitted to the Authority for review, and the Authority has approved, all instruments and other legal documents involved in effecting transfer.

- (5) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority Law, and the Plan.
- (d) After the completion of the improvements on a Parcel, as certified by the Authority, the Redeveloper may assign or otherwise transfer its interest in such Parcel.

Section 402: Mortgage of Property by the Redeveloper

Notwithstanding any other provisions of this Agreement, the Redeveloper shall to the extent necessary as hereinafter provided have the right to encumber, pledge, or convey its rights, title and interest in and to The Property, or any portion or portions thereof, and stockholders of the Redeveloper shall have the right to encumber their stock, by way of bona fide mortgages to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, repair or reconstruction of any of the improvements required to be constructed by the Redeveloper on The Property by the Plan and this Agreement, or to refinance any outstanding loan or loans therefore obtained by the Redeveloper and its stockholders shall give prior written notice to the Authority of its or their intent to exercise its or their rights hereunder.

Section 403: Rights and Duties of Mortgagee upon Acquisition Prior to Completion

If a mortgagee, through the operation of its contract to finance the improvements required by this Agreement to be constructed by the Redeveloper on The Property, acquires fee simple title to The Property or any Parcel thereof prior to the completion of such improvements, the mortgagee shall, at its option:

- (1) complete construction of such improvements in accordance with the approved final plans and specifications, the Site Plan, the Plan and this Agreement and in all respects comply with the applicable provisions of this Agreement as if it were the Redeveloper; or
- (2) sell, assign or transfer, with the prior written consent of the Authority, fee simple title to The Property or Parcel to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect to The Property or Parcel by written instrument satisfactory to the Authority and recorded forthwith in the Suffolk County Registry of Deeds; or

(3) reconvey to the Authority fee simple title to The Property or Parcel as acquired by the mortgagee, in which event the provisions of Section 802 of this Agreement relative to resale following such reconveyance shall apply.

ARTICLE V

PROVISIONS RELATING TO OPERATION AND MAINTENANCE

Section 501: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, keep the improvements constructed on The Property in good and safe condition and repair, and, in the occupancy, maintenance and operation of such improvements and The Property, comply with all laws, ordinances, codes and regulations applicable thereto.

This section shall not be construed to expand the wort liability of the Redeveloper to its tenants or the general public beyond common law and statutory rules of general applicability.

Section 502: Additions or Subtractions to Completed Improvements

After the improvements required by the Plan and this Agreement to be constructed by the Redeveloper on The Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof, without the prior written approval of the Authority, which would result in any of the following: the external appearance of the building (including roof and penthouse) or Property is affected in any way: or (b) if there are significant changes in materials, design, dimensions or color in the public lobbies, entrances, or arcades. In the event the Redeveloper shall fail to comply with the foregoing requirement, the Authority may within a reasonable time after discovery thereof by the Authority direct in writing that the Redeveloper so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the Authority. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

ARTICLE VI

INDEMNIFICATION

Section 601: Reimbursement of Authority in Respect of Certain Litigation

The Redeveloper shall pay all reasonable costs and expenses, and the amounts of all judgments and decrees, which may be incurred by the Authority in proceedings brought to enforce compliance with

the provisions of this Agreement, to the extent the Authority prevails. It is expressly understood, however, that the mortgagee under any mortgage permitted hereunder shall not be liable to the Authority for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper, whether or not the mortgagee shall subsequently acquire title to The Property.

ARTICLE VII

INSURANCE

Section 701: Insurance Coverage

- (a) The Redeveloper shall, until the expiration of the term of the Plan, keep all of the insurable property and equipment in respect of The Property insured by fire and extended coverage insurance and insured against such additional risks with respect to which insurance is commonly carried on similar property and equipment in the City. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of The Property or equipment, and, in any event, in amounts not less than eighty per centum (or eighty per centum in the case of extended coverage insurance) of the current cash value of such property or equipment. such insurance shall be by standard policies. Obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Redeveloper, the mortgagee and (subject to the rights of the mortgagee) the Authority, as their respective interests may appear.
- (b) Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.
- (c) Certificates of such policies and renewals shall be filed with the Authority.

Section 702: Non-cancellation Clause

All insurance policies shall provide that any cancellation or termination thereof shall not be effective with respect to the Authority until after at least fifteen (15) days' prior notice has been given to the Authority to the effect that such insurance policies are to be cancelled or terminated at a particular time.

In the event the Redeveloper at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the Authority, at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Authority shall be payable by the Redeveloper to the Authority, with interest thereon at the rate of six per centum (6%) per annum from the date the same were paid by the Authority to the date of payment thereof by the Redeveloper. The Authority shall notify the Redeveloper in writing of the date, purposes, and amounts of any such payment made by it.

Section 704: Redeveloper's Obligations with Respect to Restoration and Reconstruction

- (a) Whenever any improvement, or any part thereof, constructed on The Property shall have been damaged or destroyed prior to the expiration of the term of the Plan, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claims and any other monies provided for the construction, restoration or repair of any such improvement, shall be deposited in a separate account.
- (b) The insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. If there be any excess proceeds after such repair or reconstruction has been fully completed, such excess shall subject to the rights of any mortgagee be retained by the Redeveloper.
- (c) The Redeveloper, with the written approval of the Authority and the mortgagee, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall, subject to the rights of any mortgagee, be retained by the Redeveloper.

Section 705: Commencement and Completion of Reconstruction

The Redeveloper shall subject to Section 704(c) commence to reconstruct or repair any improvements and equipment on The Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of the Plan, within a period not to exceed six (6) months after the insurance or other proceeds in respect of such destroyed or damaged property have been received by the Redeveloper (or, if the conditions then prevailing require a longer period, such longer period as the Authority may specify in writing), and shall well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion, and in any event, to completion within twenty-four (24) months after the start thereof.

ARTICLE VIII

RIGHTS, REMEDIES, AND PROCEDURES IN THE EVENT OF A BREACH BY REDEVELOPER

Section 801: Failure or Refusal by Redeveloper to Purchase Fee Simple Title and Possession

- In the event that the Redeveloper shall fail or refuse to submit preliminary plans and outline specifications or final working plans and specifications as provided in Section 302 of this Agreement, or shall fail or refuse to submit evidence that it has the necessary equity capital and commitments for mortgage financing as provided in Section 210, or shall (other than as provided in Section 211 or 212 of this Agreement) fail or refuse to complete the purchase and accept possession of the Property upon proffer of conveyance by the Authority pursuant to this Agreement, the Authority shall have the right to retain the deposit held by it pursuant to Section 203 as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the Authority on the part of the Redeveloper; and the Authority may, upon such failure or refusal, in its sole discretion terminate, by written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder, in addition to retaining such deposit.
- (b) In the event that, for any reason, the Authority does not transfer title to Parcel I in the Castle Square Section of the South End Urban Renewal Area to the Redeveloper or a subsidiary corporation by December 31, 1964, the Authority may in its sole discretion terminate by written notice to the Redeveloper all of its obligations to the Redeveloper hereunder, in which event this Agreement shall be void and without recourse to the parties hereto.
- Section 802: Consequences of Breach by Redeveloper with Respect to Commencement and Completion of Construction, Failure to Pay Taxes or Discharge Encumbrances, or Unauthorized Transfers of Interest.

In the event that, prior to completion of the improvements:

(1) The Redeveloper shall fail to perform its obligations under this Agreement with respect to commencement or completion of construction of improvements;

- (2) The Redeveloper shall fail to pay any real estate taxes or assessments on The Property or any part thereof when due, or shall place thereon any encumbrances or liens unauthorized by this Agreement; or
- (3) There is in violation of this Agreement any transfer of The Property or any part thereof, or any change in the ownership or distribution of the proprietary interests in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof;

the Authority shall in writing notify the Redeveloper of such failure or violation. The Redeveloper shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the 90-day period (or within such extended period of time as may be established by the Authority acting solely in its discretion) and if the holders of record of building loan agreements and/or first mortgages in replacement thereof do not exercise their rights to cure such violation or failure (as provided in Section 804 hereof), or if this contract is cancelled, terminated, or suspended pursuant to Section 307 hereof the Redeveloper shall promptly transfer possession of, and reconvey, the Parcel or Parcels to which such failure to cure relates, together with all of the improvements thereon, and together with my Parcel or Parcels upon which construction has not yet commenced, to the Authority without cost to the Authority, by quitclaim deed but subject to any existing building loan agreements and mortgages thereon permitted under this Agreement. In the event of such failure to cure, the Authority shall also have the right to retain as its own the deposit then held by it without any deduction, offset or recoupment whatsoever, and to enforce its rights under the surety bond referred to in Section 210. In the event that the Redeveloper shall fail so to reconvey, the Authority may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs.

In the event of a failure to cure under this Section, the Authority shall have the right to re-enter and take possession of The Property and to terminate (and revest in the Authority) the estate conveyed by the Deed to the Redeveloper, it being the intent of this, together with other provisions of this Agreement, that the conveyance of The Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of such failure to cure, the Authority at its option may declare a termination in favor of the

Authority of the title, and of all the rights and interest, in The Property conveyed by the Deed to the Redeveloper and that such title, and all rights and interest of the Redeveloper, and any assigns or successors in interest, in The Property, shall revert to the Authority, provided, that such condition subsequent and any revesting of title as a result thereof in the Authority: (1) shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the holders of such mortgages, and (2) shall not apply to Parcels of The Property upon which construction is proceeding and with respect to which said failure to cure does not relate.

In the event that the Redeveloper or a mortgagee reconveys to the Authority, pursuant to this Section 802 or Section 403, or in the event the Authority shall re-enter pursuant to this Section 802, the Authority shall undertake with due diligence to resell the Parcel or Parcels so reconveyed or which it has so re-entered, and the improvements thereon, subject to all of the provisions of the Plan; and the proceeds of such resale, together with the net income, if any, derived by the Authority from its operation and management of the Parcels subsequent to such reconveyance shall be used:

First: to reimburse the Authority for all costs and expenses reasonably and proximately incurred by the Authority, including the salaries of Authority personnel, in connection with the recapture, management and resale of the Parcel and all administrative and overhead costs in connection therewith;

Next: to reimburse the Authority for expenditures made or obligations incurred with respect to the making or completion of improvements on the Parcel for which it has not otherwise been reimbursed;

Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Parcel up to the time of such resale (or in the event the Parcel is exempt from taxation during the period of ownership thereof by the Authority, an amount equal to such taxes as would have been payable if the Parcel were not so exempt);

Finally: in the event that the Redeveloper reconveys or the Authority re-enters pursuant to this Section 802:

(a) In their respective order of priority to pay any and all mortgage indebtedness and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatended on the Parcel.

- (b) To pay or reimburse the Authority for any amounts otherwise owing to the Authority from the Redeveloper; and
- (c) If there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Parcel (but not including the deposit referred to in Section 203 hereof), less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Parcel, and any income realized by the Redeveloper from its use of the Parcel.

Any balance remaining shall remain the property of the Authority.

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Finally: in the event that a mortgagee reconveys to the Authority pursuant to Section 403:

- (a) To make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatended on the Parcel, and
- (b) to pay to the mortgagee the full amount (to the extent the balance of proceeds permits) of the mortgage indebtedness which would then have been due and owing if the mortgage (and the indebtedness secured thereby) had continued in full force and effect, together with all and whatever costs and expenses previously incurred by the mortgagee for which, under accepted principles of law and under the terms of the mortgage and the mortgage note, the mortgagee would be properly entitled to be reimbursed out of the proceeds of a foreclosure sale if a third person had been the purchaser thereat, less any income realized by the mortgagee from its use of the Parcel.

Any balance remaining shall remain the property of the Authority.

Section 803: Notice of Breaches to Mortgagees

In the event that the Authority, pursuant to Section 802 of this Agreement or otherwise gives written notice to the Redeveloper of a failure or violation under this Agreement, the Authority shall forthwith furnish a copy of the notice to each of the mortgagees of record of The Property permitted under this Agreement. To facilitate the operation of this Section, the Redeveloper shall at all times keep the Authority provided with an up-to-date list of name and addresses of mortgagees and holders of building loan agreements from whom the Redeveloper has obtained loans for redevelopment operations.

Section 804: Mortgagees May Cure Breach of Redeveloper

In the event that the Redeveloper receives notice from the Authority of a failure or violation under Section 802 of this Agreement and such failure or violation is not cured by the Redeveloper before the expiration of the ninety (90) day period provided for in Section 802, the holders of record of building loan agreements and/or first mortgages in replacement thereof may cure any such failure upon giving written notice of their intention to do so to the Authority within fifteen (15) days after the expiration of the ninety (90) day period, or within 60 days after such holder receives notice of such failure, whichever period is longer.

Anything in this Agreement to the contrary notwithstanding, it is further expressly understood that should any improvements on The Property or portion thereof be covered by a mortgage permitted under this Agreement, the mortgagee thereunder shall not be in anywise obligated to complete the improvements contemplated in such mortgage transaction, nor shall it guarantee the completion of improvements as hereinbefore required of the Redeveloper, and further, that in case of any default in the construction of the improvements by the Redeveloper, the mortgagee shall have the option of completing or not completing the improvements or causing the same to be completed.

Notwithstanding the foregoing provisions of this Section, it is hereby understood and agreed that if the mortgagee shall become the owner of the Redeveloper's interest in The Property or parcel thereof and shall determine to perform any construction or development operations therein, the mortgagee shall perform all such construction or development operations in accordance with the provisions of this Agreement, except that the time limits set forth

in Section 303 shall be extended by the Authority as may be reasonably necessary to complete any such construction or development operations and the mortgagee shall be entitled to receive the Certificate of Completion as provided in Section 304. If such mortgagee shall assign or transfer such interest in The Property, the instrument by which the assignment or transfer is effected shall contain a covenant, which shall be a covenant running with the land, that the grantee or any successor in interest of such grantee, shall be obligated to perform and to complete the construction and development operation to be performed by the Redeveloper, or the successor in title and interest, as provided for by this Agreement except that, as to such grantee, the time limits stipulated in Section 303 may be extended as provided hereinbefore in this Section.

Section 805: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided however that the remedies prescribed in Sections 801 or 802 for the defaults therein described shall be exclusive.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the Authority and Redeveloper, whether provided by this Agreement or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies, provided however that the remedies prescribed in Sections 801 and 802 for the defaults therein described shall be exclusive.

No act, omission, or default by the Redeveloper with respect to any Parcel shall entitle the Authority to have or exercise any right, remedy, or privilege under this Agreement with respect to any other Parcel upon which the Redeveloper has theretofore commenced construction of the improvements. The provisions of this paragraph are intended to be relied upon by any mortgagee of The Property or Parcel thereof.

Section 902: Finality of Approvals

Where, pursuant to this Agreement, any document of proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Where the consent or approval of the Authority is required hereunder, such consent or approval shall not be unreasonably withheld.

Section 903: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 904: Covenants to be Enforceable by Authority

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to The Property and shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority against the Redeveloper (as defined in Section 101 (c). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

Section 905: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 906: Interest of Authority Members and Employees;
Contingent Fees

(a) No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No members, official or employee of the Authority shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or to its successor or on any obligations under the terms of this Agreement.

- (b) After the date hereinabove first written, the Redeveloper will not, without a prior finding by the Authority that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Plan or related Project and who is named on any list which may be furnished by the Authority to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest, in the Redeveloper or in The Property prior to the completion of the improvements thereon in accordance with this Agreement and the Plan.
- (c) The Redeveloper covenants that he has not employed or retained any company or person (other than a full-time bona fide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person (other than such an employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 907: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto and to any subsequent grantees of The Property or any Parcel thereof, but shall bind mortgagees only as herein expressly provided.

Section 908: Waivers

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

Section 909: Amendments

This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual Agreement of the parties hereto to such amendment.

Section 910: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent registered or certified mail, postage prepaid to the principal office of the party to whom it is directed, which are as follows:

Redeveloper - 50 State Street, Boston, Massachusetts Authority - City Hall, Boston, Massachusetts

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Notices and other communications to the parties and to mortgagees, insurers of mortgages, and holders of building loan agreements shall be sent registered or certified mail prepaid to the last known address of the part concerned.

Section 911: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 912: All Agreements Contained in this Instrument

The terms and conditions of this Agreement, including the Exhibits hereto, shall constitute all of the terms and conditions that shall be required by the parties of one another without reference to any other instrument.

Section 913: Amendment of Plan

In the event a proposed modification or amendment of the Plan affects the rights of the Redeveloper as established under this Agreement, any such modification or amendment of the Plan must be consented to by the Redeveloper prior to becoming effective with respect to the Redeveloper.

Section 914: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of The Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of The Property to the Redeveloper, but shall not, except to the extent stated in the Deed, survive issuance of a Certificate of Completion by the Authority with respect to a particular Parcel.

Section 915: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of The Property for redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight emabrgoes, and unusually severe weather or delays of subcontractors or suppliers due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of The Property for redevelopment or of the Redeveloper with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable time after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. In no event shall any financing difficulty be a cause for an extension hereunder.

Section 916: Arbitration of Disputes

Any disputes between the parties hereto, including disputes arising out of approvals or consents required from the Authority, shall, at the request of either party, be submitted to arbitration in the following manner: One arbitrator shall be chosen by the Redeveloper, one arbitrator shall be chosen by the Authority, and a third arbitrator shall be chosen by the other two. The dispute shall be settled by two-thirds vote of the panel of arbitrators. In the event that (1) the parties hereto mutually agree to same, or (2) the two initial arbitrators are unable to agree upon a third (in which case the two initial arbitrators shall be discharged), the dispute shall be submitted to an arbitrator selected by the American Arbitration Association, whose decision shall be final.

Arbitration fees shall be paid by either or both parties as determined by the arbitration panel, or arbitrator (as the case may be).

IN WITNESS WHEREOF, on the day of 196, at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered in the presence of:	Development Administrator
	CITY REDEVELOPMENT CORPORATION
	Ву

Approved as to form:

General Counsel, Boston Redevelopment Authority

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Agreement on behalf of the Boston Redevelopment Authority and acknowledged the same to be his free act and deed and the free act and deed of the Boston Redevelopment Authority.

Notary Public
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above named

who executed the foregoing Agreement and acknowledged the same to be his free act and deed.

Notary Public
My commission expires

CASTLE SQUARE, April 23, 1964

Section 101(g): After Boston, Mass., in the second line add, "or other duly licensed architect."

Section 203: At the end of the first line, insert "in the amount of 20% of the purchase price of the property as set forth in Section 204 below."

Section 204: Insert the price of \$1.10 per square foot.

Section 205: The date to be inserted is February 15, 1965.

Section 206: At the end of the first paragraph of Section 206A add, "and an easement for an existing MTA column near the corner of Washington and Herald Streets."

Section 209(a): Is revised to read as follows:
"Upon the commencement of construction of improvements on Parcel 3A, the deposit made by the redeveloper with the Authority shall be reduced in proportion to the proportion of the land area of the property included in Parcel 3A."

Section 209(b): Is revised to read as follows:

"As construction of added improvements on the property is commenced, the deposit held by the Authority shall be similarly proportionately reduced until the entire deposit is returned to the redeveloper."

Section 210: Delete sub-paragraph (d).

Section 302:

and eighth paragraphs of subsection: (d).

In the second paragraph of (d), change "thirty (30)" to "fifteen (15)".

Delete subsection (e); redesignate subsection (f) as (e) and in the first line change "two" to "one".

Redesignate subsection (g) as (f) and change the first two sentences to read as follows: "The Redeveloper shall not commence construction of the improvements to be erected on any Parcel without the prior certification of the Authority that the work to be done or completed is in accordance with the final plans and specifications approved by the

Delete subsections (b) and (c) and the fourth

Authority in accordance with the provisions of this Agreement. No work shall be done on the construction of the improvements to be erected on any Parcel if such work substantially changes the external appearance of the building (including roof and penthouse) from that shown in the approved final plans and specifications." Redesignate subsections (h)(i)(j) as (g)(h)(i) and change (i) to read as follows: "The redeveloper agrees to provide as part of the construction of improvements required pursuant to this Agreement, works of art satisfactory to the Authority, and agrees to expend for such fine arts a sum not less than 1% of the total amount to be expended by the redeveloper for such construction of improvements, excluding the costs of foundation work and furnishings. Fine arts as used herein shall be deemed to include sculpture, bas-reliefs, mosaics, frescos, murals, prints, paintings, landscaping or fountains which either contain sculpture or are designed to enhance adjacent accompanying sculpture."

Section 303:

Change subsection (c) to read as follows:
"The redeveloper shall begin construction on additional parcels of the property at such times and in such sequence as to assure an orderly construction schedule and shall, in any event, commence construction on one-half of Parcel 3 within three years after commencement of construction on Parcel 3A.

Construction of all the improvements shall be completed no later than four years after the commencement of construction on Parcel 3A."

Section 502:

Change the first sentence to read as follows:
"After the improvements required by the Plan and
this Agreement to be constructed by the redeveloper
on The Property, or any portion thereof, have been
completed, the redeveloper shall not, until the
expiration of the term of the Plan, reconstruct,
demolish or subtract therefrom or make any additions
thereto or extensions thereof, without the prior
written approval of the Authority, which would
substantially change the external appearance of
the building (including roof and penthouse).

Section 701:

At the end of subsection (a), delete, "and (subject to the rights of the mortgagee) the Authority, as their respective interests may appear.

Section 705:

Add the following sentence at the end. "In the event however that a building is substantially destroyed by fire or other casualty, the redeveloper shall have five years within which to complete new construction.

Section 902:

The second sentence of this section is changed to read as follows: "Where the consent, approval or satisfaction of the Authority is required hereunder, such consent, approval or satisfaction shall not be unreasonably withheld."

Section 915:

In lines 9 and 10 after the word acts, add "or omissions."

Accepted:

Accepted:

Boston Redevelopment Authority City Redevelopment Corporation

Rev: 1/31/64

EXHIBIT D

LAND USE PROVISIONS, PLANNING OBJECTIVES

AND OTHER REQUIREMENTS

FOR THE DEVELOPMENT OF CASTLE SQUARE

PARCEL 1

The principal use of this parcel shall be housing to be constructed under the provisions and spirit of Section 221(d)(3) of the Federal program for housing moderate income families displaced by governmental action. It shall meet the rent and dwelling unit distribution provided herein. Approximately 500 units of 221(d)(3) housing shall be provided and local shopping may be provided at ground level.

MAJOR DESIGN OBJECTIVES

- 1. The development shall be compatible with existing row housing in the South End and shall be related to the community of which it is a part. High rise buildings shall be designed with a respect for the human scale of the original South End community.
- 2. A maximum number of the larger size dwelling units shall have access to private outdoor space either on the ground or on balconies.
- 3. Adequate recreation areas for small children and landscaped sitting areas for adults for use of residents shall be provided.
- 4. Convenient vehicular access shall be provided to the housing. The number of curb cuts in Tremont Street, Dover Street, and Shawmut Avenue shall be held to a minimum.
- 5. Local shopping shall be designed to produce an attractive street facing both Tremont Street and the new housing on the interior of the parcel. Use of arcades and small shopping courts is encouraged. Roof of the shopping space shall be attractive to the view and should be made available to the residents for appropriate recreational use.

6. Any parking structure shall be designed to be compatible with other buildings on the parcel.

LAND USE CONTROLS

Permitted Uses

Housing and related public and semi-public uses including parking. Local shopping and related uses may be developed along Tremont Street including parking.

Number, Size and Distribution of Units

Approximately 500 units of 221(d)(3) housing units shall be provided. No more than 300 of these units may be in elevator structures. The exact number, size and distribution of dwelling units shall be submitted to the BRA for approval.

Height and Building Type

Housing along Tremont Street may be provided in elevator buildings, a maximum of seven stories high. The balance of the 221(d)(3) housing units must be in buildings two to four stories high. These must provide a maximum number of individual entries to units.

The local shopping space shall be one story high and integrated with the housing along Tremont Street

Any parking structure shall be no more than three stories high (30 feet from grade to top parking level).

Setback

The setback along Dover Street shall be 20 feet from the public right-of-way. The setback from Shawmut Avenue/Tremont Street and Herald Street may be zero, except that in order to prevent traffic hazards the Boston Redevelopment Authority, in its review of development proposals, may require a minimum setback at traffic intersections which setback shall be defined as a triangle with sides of 20 feet along each intersecting street.

Signs

Signs shall be suitably integrated with the architectural design of the commercial structures which they identify. No sign shall project above the roof of the commercial structure. No flashing or animated signs shall be permitted. The amount of surface for fixed signs and advertising shall be limited to eight (8) square feet per one hundred (100) square feet of front facade surface of commercial use. The size, design, location and number of signs must be specified in all redevelopment proposals and approved by the Authority.

Parking

Minimum on-the-ground parking for the 221(d)(3) housing of one car for every two units shall be provided by the BRA. The balance of parking spaces for this housing to provide one space for each unit shall be the responsibility of the developer and may be in a parking structure. In addition to the parking for the housing, 3 square feet of parking space shall be provided for each 1 square foot of commercial space. Parking required for commercial uses may be provided in public parking spaces not required to meet the parking requirements for housing units or in a parking structure. Additional parking spaces for commercial, industrial and institutional use may be provided in a parking structure within the limitation of height permitted.

Easements

An easement for existing utilities in the right-of-way of existing Compton Street shall be maintained. Easements for utilities shall be provided by the developer for new utility lines. Electric power and telephone distribution shall be underground. Easements shall be checked and accepted by the Public Works Department.

Design Review

Site plans, plans and elevations of buildings and building specifications plans and designs for signs shall be subject to design review and approval of the Boston Redevelopment Authority.

Development

The developer shall undertake the development of Parcel 1 under a single mortgage utilizing the provisions of Section 221 (d)(3).

The developer shall devote not less than 1% of construction costs to provide street furniture, sculpture, pools or other physical amenities to enhance the development.

PARCEL 2

The principal use of this parcel shall be housing for the elderly to be constucted by the Boston Housing Authority. Approximately 100 units shall be provided.

MAJOR DESIGN OBJECTIVES

- 1. The development shall be compatible with existing row housing in the South End and shall be related to the community of which it is a part. High rise buildings shall be designed with a respect for the human scale of the original South End community, and shall be coordinated with the design of other high rise buildings to be built in Castle Square.
- 2. Recreation and landscaped sitting areas for use of residents shall be provided.
- 3. Convenient vehicular access shall be provided to the housing.

LAND USE CONTROLS

Permitted Uses

Housing and related public and semi-public uses. No parking on the site shall be permitted.

Number, Size and Distribution of Units

Approximately 100 units of housing shall be provided.

Height and Building Type

Housing on the site shall be provided in elevator buildings, a maximum of seven stories high.

Signs

The size, design, location and number of any sign must be approved by the Authority.

Parking

Off-site parking areas adjacent to the parcel shall be publicly provided.

Easements

Easements for utilities shall be provided by the developer for new utility lines. Electric power and telephone distribution shall be underground. Easements shall be checked and accepted by the Public Works Department.

Easements for public passage under the buildings shall be provided by the developer.

Design Review

Site plans, plans and elevations of buildings and building specifications plans and designs for signs shall be subject to design review and approval of the Boston Redevelopment Authority.

PARCEL 3

The principal use of this parcel shall be light manufacturing. This use shall be in keeping with the location of this site within the heart of the City. Manufacturing processes should be restricted to those that are relatively noiseless, odorless and smokeless.

The Major Design Objectives

I. ARCHITECTURAL UNITY

It is highly desirable that all new structures constructed on this site achieve a high level of architectural unity. This may be accomplished through the use of similar materials, roof heights, roof profiles, scale of openings, treatment of details, etc.

2. PARKING

It is desirable to locate all parking and loading at an internal site location so that large open expanses of parking and pavement are not visible from the public right-of-way. This is particularly important on Shawmut Avenue.

3. ROOFS

Roofs shall be organized so that all vents and chimneys and any other projections are architecturally organized and detailed so that they will provide an attractive appearance when viewed from pedestrian level along the public rightof-way and from windows of high buildings in the vicinity.

4. LANDSCAPING

Trees and plant material shall be added to the site in appropriate areas and appropriate amounts. This is particularly important in the areas along Shawmut Avenue and those adjacent to the church parcels. Planting and attractive fencing shall be provided to screen parking areas from the view of adjacent housing and church sites.

5. NIGHT LIGHTING

Lighting shall be provided to insure the safety of those using the parking lots and pedestrian paths within the parcel.
Lighting fixtures shall be shielded to prevent glare to motorists and pedestrians. All fixtures shall be in architectural harmony with the new buildings constructed on the site.

6. HANDICAPPED PEOPLE

All new buildings in this parcel should be designed, insofar as feasible, so that persons in wheel chairs may enter and leave and travel about the buildings in a reasonable manner without undue obstructions. It is desirable that appropriate entrances and exits for such persons be constructed on all major frontages.

LAND USE CONTROLS

Permitted Uses.

Light manufacturing, storage (enclosed) and distributive uses, retail except automobile, trailer or scrap; eating and drinking establishments; places of entertainment; offices; related off-street parking and loading.

Height and Building Type

Buildings shall be designed to be compatible with the adjacent housing and church structures, and landscaping shall be provided.

Setback

None required on Herald Street, Dover Street or Shawmut Avenue except that, in order to prevent traffic hazards, the BRA in its review of development proposals may require a minimum setback at traffic intersections, which setback shall be defined as a triangle with sides of 20 feet along each intersecting street. A 16' setback is required from the Washington Street right-of-way. Maximum floor area ratio: 6.0.

Signs

Signs shall be restricted to non-flashing and non-animated types, identifying only the establishment and nature of its products. All signs must be suitably integrated with the architectural design of the structure which they identify. No sign shall project above the roof of the structure on which it is mounted. No sign shall project beyond the face of the building more than 24 inches. Sign surface shall be limited to eight (8) square feet per one hundred (100) square feet of front facade surface of the first two floors in that occupancy of the structure. The size, design, location, and number of signs must be specified in all Redevelopment proposals and approved by the Authority.

Off-Street Parking

One on-site space for each five employees of industrial and commercial uses. Additional one square foot for each square foot of floor space for retail use or one space for every five persons served at any one time in eating establishments.

Off-Street Loading

All loading bays must be constructed so that no on-street maneuvering is necessary. Access to loading bays shall be limited to Wachington Street and Herald Street. Loading bays shall be provided as required by the applicable zoning ordinance.

Basements

An easement for existing utilities in the right-of-way of existing Compton Street shall be maintained.

Development

The developer shall devote not less than 1% of construction costs to provide street furniture, sculpture, pools, landscaping, or other physical amenities to enhance the development.

Design Review

Site plans, plans and elevations of buildings and building specifications plans and designs for signs shall be subject to design review and approval of the Boston Redevelopment Authority.

PARCELS 4 & 5

The principal use of these parcels shall be institutional. It is expected that they shall be devoted to purposes ancillary to the Holy Trinity Church on Shawmut Avenue.

The Major Design Objectives

1. ARCHITECTURAL UNITY

It is highly desirable that all new structures constructed on these sites achieve a high level of architectural unity with the Holy Trinity Church. This may be accomplished through the use of similar materials, roof heights, roof profiles, scale of openings, treatment of details, etc.

2. PARKING

It is desirable to locate all parking at an internal site location so that large open expanses of parking and pavement are not visible from the public right-of-way. This is particularly important on Shawmut Avenue.

3. ROOFS

Roofs shall be organized so that all vents and chimneys and any other projections are architecturally organized and detailed so that they will provide an attractive appearance when viewed from pedestrian level along the public right-of-way and from windows of high buildings in the vicinity.

4. LANDSCAPING

Trees and plant material shall be added to the sites in appropriate areas and appropriate amounts. This is particularly important in the areas along Shawmut Avenue. Planting and attractive fencing shall be provided to screen parking areas from the view of nearby housing developments.

5. NIGHT LIGHTING

Lighting shall be provided to insure the safety of those using any parking lots or pedestrian paths within

the parcel. Lighting fixtures shall be shielded to prevent glare to motorists and pedestrians. All fixtures shall be in architectural harmony with the new buildings constructed on the sites.

6. HANDICAPPED PEOPLE

All new buildings in these parcels should be designed, insofar as feasible, so that persons in wheel chairs may enter and leave and travel about the buildings in a reasonable manner without undue obstructions. It is desirable that appropriate entrances and exits for such persons be constructed on all major frontages.

LAND USE CONTROLS

Permitted Uses

Institutional and church uses, and uses ancillary thereto; related off-street parking.

Height and Building Type

Buildings shall be designed to be compatible with the nearby housing and church structures, and landscaping shall be provided. Maximum floor area ratio: 6.0.

Setback

None required, except that, in order to prevent traffic hazards, the ERA in its review of development proposals may require a minimum setback at traffic intersections, which setback shall be defined as a triangle with sides of 20 feet along each intersecting street.

Signs

The size, design and location of any signs must be approved by the Authority.

Development

The developer shall devote not less than 1% of construction costs to provide street furniture, sculpture, pools, land-scaping, or other physical amenities to enhance the development.

Design Review

Site plans, plans and elevations of buildings and building specifications, and plans and designs for signs shall be subject to design review and approval of the Boston Redevelopment Authority.

PARCEL 6

The principal use of this parcel shall be public walks, park areas, drives and parking areas.

Major Design Objectives

- 1. All open areas shall be attractively landscaped to provide a pleasing environment for the residents of Parcels 1 and 2.
- 2. Adequate recreation areas for small children and sitting areas for adults shall be provided.
- 3. Paving and landscaping shall be designed to be compatible with paving and landscaping provided on Parcels 1 and 2.
- 4. All open areas shall be suitably lighted at night for the comfort and safety of the public.

LAND USE CONTROLS

Permitted Uses

Pedestrian Walks; park areas; drives and parking areas.

Parking

Parking shall be restricted to the use of residents of Parcels 1 and 2.

Signs

The size, design and location of any sign must be approved by the Authority.

Easements

An easement for existing utilities in Compton Street shall be maintained.

Design Review

Plans and specifications for paving, landscaping, and all other improvements shall be subject to design review and approval of the Boston Redevelopment Authority.

